

UNITED STATES
DEPARTMENT OF
AGRICULTURE

KANSAS CITY
COMMODITY OFFICE
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ANNOUNCEMENT BCD2

(Supersedes Announcement BCD1)

Purchase of Natural American Cheese For Use in Domestic Programs



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Natural American Cheese

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ANNOUNCEMENT BCD2
Purchase of Natural American Cheese
For Use in Domestic Programs

1. GENERAL

A. Invitation for Offers

- (1) The United States Department of Agriculture (USDA) will from time to time issue an invitation for offers under this Announcement to sell Cheddar and Reduced Fat Cheddar (blocks, cuts, shredded) or Barrel Cheese such as: Cheddar, Colby, or Granular (Stirred Curd) to USDA for use in domestic programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

B. Terms and Conditions

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this Announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, Total Quality System Audit (TQSA) Guidelines (applies to laboratories only), this Announcement, the appendixes to this Announcement, and the invitation.

C. Certifications, Representations, and Warranties

Appendix 1 to this Announcement contains certifications, representations, and warranties that must be certified and submitted annually to USDA prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to USDA occur throughout the year.

D. Packaging and Marking Specifications

Appendix 2 to this Announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this Announcement.

E. Commercial Item Description

Appendix 3 to this Announcement is the Commercial Item Description (CID) for **Reduced Fat Cheddar Cheese, A-A-20208 dated June 6, 1995.**

2. ELIGIBILITY OF OFFERORS

To be eligible to submit an offer under this Announcement, the offeror must:

- A. Submit a completed "Solicitation Mailing List Application" (Standard Form 129) to the contracting officer prior to a first offer. Offeror must complete all portions of form SF-129, except Item 18, and include the following additional information for:
 - (1) Item 8. Identify all affiliates including any parent company. Provide full name and main office address. A "parent" company is one that owns or controls the activities and basic business policies of the bidder. An "affiliate" is defined on the back of the form.
 - (2) Item 10. Identify the commodities/products the offeror is interested in supplying.
 - (3) Items 19 and 20. Must be an officer, owner, or partner of the company.
- B. Resubmit form SF-129 as necessary when the information requires updating.
- C. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. The USDA may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- D. Meet the definitions of a manufacturer or nonmanufacturer as defined below.
 - (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 CFR Part 121.406.
- E. Maintain a bona fide business office in the United States for the purpose of selling to USDA the product described in this Announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, or hand delivered. **(The invitation will specify the office to which offers are to be submitted).** Offers must include a signed original and one copy of the offer form contained in the invitation. Reproductions of the offer form are acceptable.
- (2) Envelopes containing the offers are to be sealed and marked with the name and address of the offeror in the upper left corner. Offers submitted by express mail must be sealed inside a second envelope. All envelopes are to have Optional Form OF-17, Offer Label, filled in and attached or must be plainly marked with the following statement: **"DO NOT OPEN UNTIL PRESCRIBED TIME UNDER ANNOUNCEMENT BCD2 DOMESTIC INVITATION (Enter Appropriate Invitation Number)."** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not the mailing label.
- (3) Modifications, withdrawals of offers, and price adjustments may be submitted by letter, express mail, facsimile, or hand delivered. Market price adjustments must be submitted on offer form KC-327.
- (4) Modifications, withdrawals of offers, and price adjustments may be submitted via facsimile at the offeror's risk. USDA will not be responsible for any failure attributed to the transmission or receipt of facsimile changes including, but not limited to the following:
 - (a) Receipt garbled or incomplete.
 - (b) Availability or condition of the receiving facsimile equipment.
 - (c) Incompatibility between the sending and receiving equipment.
 - (d) Delay in transmission or receipt of price changes.
 - (e) Failure of the bidder to properly identify the information.
 - (f) Illegibility of the information.
 - (g) Security of data.
- (5) Modifications or withdrawals must contain the required signatures.

B. Where and When to Submit Offers

- (1) Offers, modifications, or withdrawals of offers must be submitted to the Kansas City Commodity Office (KCCO) and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day.
- (2) If mailed, express mailed or hand delivered, time of receipt will be the time recorded by the Kansas City Administrative Office (KCAO) mailroom's time stamp.
- (3) If sent by facsimile, time of receipt will be the time recorded by the KCAO Communication Center's equipment.

C. Basis of Offer

- (1) Offers are invited f.o.b. destination. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY. Destinations asterisked together in the invitation indicate carlot combinations, and offers are requested for delivery to all points indicated in the combination. Offerors may rearrange destination sequence on carlot combinations provided the offer is for all parts of the carlot combination. A single price shall be offered for each item. Offers for less than quantity requested per item will not be accepted. **USE OF OPEN VAN CARRIERS IS NOT ALLOWED.**

- (2) Cheese packed in barrels

The offer price must be quoted on a standard moisture basis (37.8 - 39.0 percent moisture). The price to be paid for the cheese will be on the basis of moisture content at points of delivery as specified in the invitation. The offer price will be adjusted according to the percentage of moisture, as evidenced by grading certificates issued in accordance with section 11 of this Announcement, and the USDA Moisture Adjustment Price Chart Formula ($100\% - \% \text{ moisture} \times \text{base price} \div 61\%$; the result is rounded to the nearest fourth digit to the right of decimal. Fifth digit of 5 or more is rounded up, 4 or less is rounded down).

- (3) Natural American Cheese except Barrels

The price to be paid will be the offer price accepted by USDA which must be on the basis of the points of delivery as specified in the invitation.

4. ACCEPTANCE OF OFFERS

- A. USDA will notify successful offerors on the date specified in the invitation. The date of acceptance by USDA will be the contract date.

- B. In addition to the price, factors considered in accepting offers will include program requirements, the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. USDA may accept or reject any or all offers, or portions thereof.

5. RESPONSIBILITY AND PAST PERFORMANCE OF OFFEROR

- A. Offerors are cautioned not to bid on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. Deliveries must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays. On-time delivery is imperative because this product is used in domestic food programs. Late deliveries cause serious and substantial damages to USDA and to other agencies that use this commodity. Contractor delivering late on contracts must immediately notify the contracting officer of late deliveries and how soon delivery can be expected.
- B. The offeror must certify to timely performance on current contracts in Item 5 of the domestic offer certification form. A determination that the late performance is beyond the control or negligence of the contractor will be made by the contracting officer prior to bid opening. An offeror may be deemed nonresponsible if the offeror is delivering late on contracts with USDA and the late delivery is not due to causes beyond the contractor's control. This provision, as it pertains to small business, is a deviation from FAR 9.103(b) and Subpart 19.6.

6. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) USDA's acceptance.
 - (3) The applicable invitation.
 - (4) This Announcement, including Appendixes 1-4.
 - (5) TQSA Supplier Guidelines, if applicable.
 - (6) USDA-1, except Articles 50 and 55 and all of Part E. Articles 56, 65 and 67 are applicable, except that contracts will be executed on a delivery basis. All words referring to "ship," "shipping," "shipments," and "shipped" shall be "deliver," "delivering," "deliver(ies)," and "delivered."
- B. If the provisions of USDA-1 and this Announcement are not consistent, the provisions of this Announcement will prevail. If the provisions of USDA-1, this Announcement, and the invitation are not consistent, those of the invitation will prevail.

- C. No interpretation or amendment of this Announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer. No other determination or opinion shall be a contract interpretation even if it came from another USDA official.

7. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

- A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

Commodity	NAICS Code	Corresponding Sic Code	Size Standard (Employees)
Cheese	311513	2022	500

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (<http://pro-net.sba.gov>). Companies that do not have access to the Internet may register for PRO-Net through your local SBA office. The PRO-Net is a free electronic gateway linked to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

8. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

- A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
- (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
 - a) Exchanging the information covered by such subsections for anything of value; or

- b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

B. Price or Fee Adjustment for Illegal or Improper Activity

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
 - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (c) For cost-plus-award-fee contracts:
 - 1) The base fee established in the contract at the time of contract award;
 - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
 - (d) For fixed-price-incentive contracts, the Government may:
 - 1) Reduce the contract target price and contract target profit both by an

amount equal to the initial target profit specified in the contract at the time of contract award; or

- 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
- (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

9. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
 - (1) The name of the subcontractor;

- (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
- (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

10. COMMODITY SPECIFICATIONS

A. Domestic Origin

- (1) The product delivered under this Announcement must be produced in the United States from commodities produced in the United States.
- (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to USDA, the product was in compliance with the domestic origin requirements of this section of the Announcement. (See Article 76 of USDA-1.)
- (4) USDA will randomly conduct domestic origin compliance reviews to determine if the product delivered to USDA was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of USDA.

B. Regulatory

Except as otherwise required by this Announcement or the applicable invitation, the natural cheese must comply with the appropriate definition and standard of identity (21 CFR Part 133.146), and all regulations issued pursuant to the Federal Food, Drug, and Cosmetic Act, relevant to cheese (21 CFR Parts 1-199, including Parts 133.113 for Cheddar cheese, Part 133.118 for Colby cheese, Part 133.144 for Granular cheese, and Part 133.146 for grated cheese), as appropriate, for the type of natural American cheese specified in the offer accepted by USDA.

C. Production Requirements

- (1) The cheese delivered to USDA must have been manufactured from pasteurized milk that was produced in the United States and not previously owned by USDA, and in plants that were inspected and approved by the Dairy Grading Branch, Dairy Programs, Agricultural Marketing Service (AMS), USDA, prior to submission of offer.
- (2) Cheese used for cutting must be clean, free from impurities, mold, rindrot, soft spots, salt spots, pests, and other similar defects.
- (3) A mold inhibitor may be applied in accordance with the Federal Food, Drug, and Cosmetic Act.
- (4) All surfaces of the barrel cheese must be reasonably smooth and closed to inhibit mold growth and penetration. However, if the surface is treated with an antimycotic and/or vacuum sealed, definite rough surface will be allowed. Each lot must contain only one type and size container. Barrel cheese may contain a reasonable amount of whey on the surface of the cheese and the liner. "Reasonable" means droplets but less than flowing whey on the cheese or the interior of the liner. Barrel cheese may not have visible mold at the time of grading.
- (5) Subject to the provisions of Articles 60 and 68 of USDA-1, natural American cheese which deviates from the specifications and the schedule of discounts of this Announcement will be rejected, or at the discretion of the contracting officer, accepted at discounts to be determined by USDA.
- (6) Notwithstanding the other provisions of this section, the presence of any extraneous material in the natural American cheese will be the basis for rejection.

D. Product Age, Temperature and Grade Requirements

Cheese product age and temperature requirements shall comply with the following:

Requirement	Description
Product Age	<p>No lot may contain cheese having a variation of over 30 days in dates of manufacture.</p> <p>All cheese must be at least 10 days old when graded except Reduced Fat Cheddar which must be at least 20 days old when graded.</p> <p>The cheese shall be aged at 38 to 42 degrees F (3.5 to 5.5 degrees C) prior to inspection. This aging may take place before or after the cheese is shredded.</p> <p>Refer to section 10.H. of this Announcement for contractor liability.</p>
Grade	<p>Blocks or prints of Cheddar cheese must be U.S. Grade A or higher.</p> <p>Cheese packed in barrels must be U.S. Extra Grade.</p>
Temperature	<p>Cheese must be located in a cooler and stored at a temperature 40 degrees F or lower until delivered to USDA. Carriers when transporting cheese must maintain a temperature at 35 degrees F or lower.</p>

E. Composition Requirements

Cheese composition requirements shall comply with the following:

Composition	Cheddar	Reduced Fat Cheddar	Barrel Cheese
Milkfat	Not less than 50.0% by weight of the solids	Range 19.2% - 22.9% by total weight	Not less than 50.0% by weight of the solids
Moisture	No vat more than 39.0%	Not more than 49.0%	No vat more than 39.0%
Salt	N/A	Range 1.4% - 2.0%	N/A
pH (quinhydrone method)	No vat may have a pH value higher than 5.30, except shredded cheese, which shall not have a pH value higher than 5.35		
NOTES:	Shredded cheese allows for 1 percent less milkfat than the standard of identity for cheddar cheese. Reduced fat cheddar cheese should contain between 1/4 to 1/3 less milkfat than that of traditional cheddar cheese.		

F. Physical Analysis

Barrel, Cheddar, and Reduced Fat Cheddar cheese physical analysis requirements shall comply with following:

Barrel Cheese U.S. Extra Grade	Cheddar, Blocks/Prints U.S. Grade AA	Cheddar, Blocks/Prints U.S. Grade A
Flavor: Cheese must possess a pleasing characteristic of the variety and type of cheese packaged in the barrels. The barrel cheese may contain a very slight bitter taste and slight acid and feed flavor, but must not possess any undesirable flavors or odors as listed in the United States Standards for Grades of Bulk American Cheese.	Flavor: Cheese must be fine and highly pleasing. The cheese may be lacking in flavor development or may possess slight characteristic Cheddar cheese flavor. The cheese also may possess a very slight feed flavor, but shall be free from any undesirable flavors and odors.	Flavor: Cheese shall possess a pleasing flavor. It may be lacking in flavor development or may possess slight characteristic Cheddar cheese flavor. It may possess very slight acid, or slight feed, but must not possess any undesirable flavors and odors.
Body and Texture: The cheese must be firm and sufficiently compact to draw a plug for examination. The cheese may be slight coarse, mealy, open (except for Colby), short, weak and curdy to definite degree, but it must not be corky, crumbly, gassy, pasty, pinny, slitty, or have sweet holes. Mechanical openings are permitted in all types of the cheese except cheddar.	Body and Texture: A plug drawn from the cheese shall be firm, appear smooth, compact, close and should be slightly translucent, but may have a few small mechanical openings. The cheese may be very slight open and definitely curdy or may be partially broken down if more than 3 weeks old. Shall be free from sweet holes, yeast holes, and gas holes of any kind. The surface shall be free of mold, but may be very slightly soiled.	Body and Texture: A plug drawn from the cheese shall be firm, appear smooth, compact, close and should be slightly translucent, but may have a few mechanical openings, if not large and connecting. May possess not more than two sweet holes per plug, but shall be free from other gas holes. The cheese may be slight open and definitely curdy or partially broken down if more than 3 weeks old. The surface may have very slight mold and be very slightly soiled and slightly rough. The blocks may be slightly lopsided.
	Color: The cheese shall have a uniform, bright attractive appearance; practically free from white lines or seams. May be colored or uncolored, but if colored, it should be a medium yellow-orange.	Color: The cheese shall have a fairly uniform, bright attractive appearance. May have slight white lines or seams, or be very slightly wavy. May be colored or uncolored, but if colored, it should be a medium yellow-orange.

Shredded Cheddar	RDU FAT Shredded Cheddar	RDU FAT Blocks/Prints
<p>Flavor: Cheese shall have a mild pleasing flavor. It may be lacking in flavor development, or may possess characteristic Cheddar cheese flavor. Shredded Cheddar cheese shall meet the flavor requirements of U.S. Grade A or better according to the U.S. Standards for Grades of Cheddar Cheese.</p>	<p>Flavor: Reduced fat cheddar cheese must have a pleasing flavor. It may be lacking in flavor development or may possess slight characteristic Cheddar cheese flavor. It may possess very slight acid, bitter, or slight feed, but must not possess any undesirable flavors and odors.</p>	<p>Flavor: Reduced fat cheddar cheese must have a pleasing flavor. It may be lacking in flavor development or may possess slight characteristic Cheddar cheese flavor. It may possess very slight acid, bitter, or slight feed, but must not possess any undesirable flavors and odors.</p>
<p>Body and Texture: Shredded Cheddar cheese may have the following body and texture characteristics to a slight degree: mealy, weak, or pasty. The cheese shall be free from all foreign and extraneous materials. Shredded Cheddar cheese shall have a height and width up to 3/16 inch in either dimension. Shredded Cheddar cheese shall be free flowing and shall not be matted. An approved anticaking agent may be added as a processing aid. If an anticaking agent is used, the amount used shall be the minimum required to produce the desired effect, but shall not exceed 2.0 percent of the weight of the shredded Cheddar cheese.</p>	<p>Body and Texture: Shredded cheese shall be free flowing and of uniform size and shape. It shall not mat, crumble, oil off, or contain excessive fines.</p>	<p>Body and Texture: The block cheese body and texture must be firm, compact, and should be slightly translucent and shiny. It may have a few mechanical openings (1 to 3 openings per plug) if not large and connecting. The cheese must be free from gas holes. The body may be very slight gummy, slight mealy or coarse, and definite curdy. The cheese surfaces shall be free of mold but may be slight soiled or rough. The cheese blocks may be slightly lopsided.</p>
<p>Color and Appearance: Shredded Cheddar cheese shall have a uniform bright color, and an attractive sheen. The cheese may be colored or uncolored, but if colored, it shall be a medium yellow-orange. No visible signs of mold shall be permitted.</p>	<p>Color: The cheese must have a fairly uniform, bright attractive appearance, and may be slightly wavy. May be colored or uncolored, but if colored, it must be medium yellow-orange. The shredded cheese shall not vary in color.</p>	<p>Color: The cheese must have a fairly uniform, bright attractive appearance, and may be slightly wavy. May be colored or uncolored, but if colored, it must be medium yellow-orange.</p>

Shredded Cheddar	RDU FAT Shredded Cheddar	RDU FAT Blocks/Prints
<p>Fines: Shredded Cheddar cheese shall contain not more than 6.0% fines. For shreds whose height and/or width is 1/16 inch or less, the fines content shall be determined using a Standard Test Sieve #14 (1.4mm). For shreds whose height and/or width is greater than 1/16 inch, the fines content shall be determined using a Standard Test Sieve #8 (2.36mm).</p> <p>NOTE: The manufacturer shall provide shred size information. This information will determine the sieve used to measure the fines content. If shred size information is not provided, the Standard Test Sieve #8 will be used.</p>	<p>Meltability: The cheese must have been tested for meltability in accordance with AMS Methods of Laboratory Analysis, DA Instruction No. 918-RL, and must be at Number 3 or higher.</p>	<p>Meltability: The cheese must have been tested for meltability in accordance with AMS Methods of Laboratory Analysis, DA Instruction No. 918-RL, and must be at Number 3 or higher.</p>

G. Schedule of Discounts.

Discounts for salt, moisture, fines, and pH deviation from the commodity specifications will only be in accordance with the following schedule of discounts for each pound of natural American cheese delivered.

Schedule of Discounts

FACTOR	TYPE	PERCENT SALT CONTENT RANGE	DISCOUNT PER POUND
Salt	RDU FAT Cheddar	1.10 B 1.19	\$0.0050
		1.20 B 1.29	\$0.0035
		1.30 B 1.39	\$0.0020
		1.40 B 2.00	No Discount
		2.01 B 2.10	\$0.0020
		2.11 B 2.20	\$0.0035
		2.21 B 2.30	\$0.0050

FACTOR	TYPE	PERCENT MOISTURE CONTENT RANGE	DISCOUNT PER POUND
Moisture	Cheddar	Not more than 39.0	No discount
		39.01 - 39.10	\$0.0025
		39.11 - 39.20	\$0.0050
		39.21 - 39.30	\$0.0075
	RDU FAT Cheddar	Not more than 49.0	No discount
		49.01 - 49.10	\$0.0025
		49.11 - 49.20	\$0.0050
		49.21 - 49.30	\$0.0075

Schedule of Discounts (cont'd)

FACTOR	TYPE	pH VALUE RANGE	DISCOUNT PER POUND
pH	Cheddar and RDU FAT Cheddar	Less than or equal to 5.30	No discount
		5.31 B 5.35	\$0.0025
		5.36 B 5.40	\$0.0075
		5.41 B 5.45	\$0.0150
	Shredded	Less than or equal to 5.35	No discount
		5.36 B 5.39	\$0.0025
		5.40 B 5.45	\$0.0750
		5.46 B 5.50	\$0.0150

FACTOR	TYPE	PERCENT FINES CONTENT RANGE	DISCOUNT PER POUND
Fines	Shredded	Less than or equal to 6.00	No discount
		6.01 - 7.50	\$0.0075
		7.51 - 9.00	\$0.0150
		9.01 - 11.00	\$0.0200

H. Liability

The contractor will be liable for losses due to excessive deterioration, mold development, or spoilage, which are discovered within 180 days of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1. The liability for reduced-fat Cheddar shall be 5 months from date of delivery in accordance with section 10.D. (Product Age) of this Announcement and Article 61 of USDA-1.

11. QUALITY ASSURANCE

- A. The inspection required by Article 54 of USDA-1 will be performed by AMS. Procedures and a schedule of fees for inspection services may be obtained by contacting:

Dairy Grading Branch
Dairy Programs, AMS
Building A, Suite 370
800 Roosevelt Road
Glen Ellyn, Illinois 60137

Subject to Article 54(o) of USDA-1, the quality (as described in section 10) weight, date(s) of manufacture, and packaging of the product will be evidenced by grading certificates issued by AMS. The meltability, percentage of moisture, milkfat, fines, salt and pH value, as applicable, will be evidenced by certificates issued by AMS, an

independent commercial laboratory using AOAC International approved methodology, or contractor's TQSA compliant laboratory. Contractor may use a commercial laboratory for product testing. If using a commercial laboratory, the contractor must determine the number of samples to be drawn which are representative of the entire lot. The contractor must also furnish laboratory test results from the commercial laboratory. The name of the laboratory must be submitted with the offer.

Contractor may elect to conduct product testing at contractor's TQSA laboratory, provided the laboratory has been audited under TQSA and received a score of at least 70. The Total Quality Systems Audit Supplier Guidelines setting forth the TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/daco/TQSA/tqsa.htm or by contacting:

TQSA Coordinator
USDA/FSA/PDD/Stop 0551
1400 Independence Avenue, SW
Washington, DC 20250-0551

Phone number: 202-720-3774
Fax number: 202-690-1809

- B. The contractor may ship the cheese prior to receipt of the commodity testing and analysis results. In this event, contractor assumes all risks and liabilities which arise with respect to failure of the shipped cheese to meet contract specifications.
- C. If the cheese fails to meet contract specifications of the first inspection, the contractor may arrange with AMS for subsequent inspections of the cheese. The inspections may be conducted at origin or a subsequent point of delivery if the provisions of Title 7 CFR § 58.22 through § 58.32 issued under the Agricultural Marketing Act of 1946, as amended, with respect to retest, appeal, and new inspections can be met. At the option of the contractor, rejected lots may be reworked including correcting packaging deficiencies and removing unsatisfactory containers, and such reworked lots may be resubmitted for AMS inspection. When subsequent inspections of the commodity are made, the results of the last inspection will be used as the basis for payment under the contract.
- D. Examination and certification of the product by AMS does not relieve contractor of its responsibility to deliver product which complies with all contractual and specification requirements

12. PACKAGING AND NET WEIGHT REQUIREMENTS

- A. The cheese must be packaged in approximately 10-pound prints/blocks, 40-pound blocks or other sizes stated in the offer and accepted by USDA. Shredded cheese

must be packaged in 6/5-pound pouches, and barrel cheese is packaged in a 500-pound drum. The cheese must be packaged in accordance with the specifications set forth in Appendix 2 of this Announcement.

- B. Block cheese must weigh not less than 40-pounds net weight but not more than 44-pounds net weight. Print cheese must weigh not less than 10-pounds net weight but not more than 11-pounds net weight. Cheese that varies from the net weight requirements of this paragraph will be rejected, or at the discretion of the contracting officer, accepted at discounts to be determined by USDA.
- C. Individual shipping containers of shredded cheese packed in 6/5-pound pouches must weigh not less than 29.85 pounds. The total net weight of all exact-weight shipping containers test weighed by AMS from a lot must not vary more than one-tenth (.1) of one percent under the aggregate marked net weight of all shipping containers within the lot.
- D. Discounts For Test Weight Shortages
- (1) Any lot of exact-weight cheese with test weight shortage in excess of one-tenth (.1) of one percent, but not more than four-tenths (.4) of one percent, under the marked net weight of all shipping containers within the lot, will be accepted by USDA at the following specified discounts below the contract price:

DISCOUNTS FOR TEST WEIGHT SHORTAGE	
Percentage Of Test Weight Shortage	Discount Per Lot
Greater Than .1% Up To And Including .2%	\$25.00
Greater Than .2% Up To And Including .3%	\$50.00
Greater Than .3% Up To And Including .4%	\$75.00

- (2) Any lot with test weight shortage in excess of four-tenths (.4) of one percent of the aggregate marked net weight of all shipping containers within the lot will be rejected, or at the discretion of the contracting officer, accepted at discounts to be determined by USDA.
- (3) In addition to the discounts specified above, individual shipping containers of cheese included in the sample test weighed in a lot which do not meet the minimum net weight requirements as specified in paragraph B. of this section will result in discounts by USDA of \$10 for the first shipping container and \$5 for each additional shipping container.

- E. An amendment will not be required to reduce the contract quantity to reflect the aggregate of test weight shortages.

13. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this Announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to USDA on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA.
- C. The quantity of the product delivered in good condition must be evidenced by a signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to USDA, such document must be retained by the contractor.
- D. If product to be delivered by the contractor falls within the quality discount table as outlined in Section 10, Commodity Specifications, a Certificate of Analysis on the analytical results must be submitted with the invoice package, and these factors must be asterisked.
- E. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The State Agency, "Consign To" party shown on the Notice to Deliver (N/D), must be **FAXED** on the day of shipment.
 - (2) The receiving warehouse, "Care Of" party shown on the N/D, must be called 24 hours in advance to schedule an unloading appointment. (This is not required for rail shipments.) Contractors must notify the contracting officer in advance if deliveries will not be made by the final delivery date under the contract, in accordance with Article 67(a) of USDA-1.
- F. Consignees may request upgrading of delivery service; for example, delivery within the doors of the consignee's premises or to a specific room within a building. Contractors are alerted that such delivery terms are beyond contractual requirements. If an upgrade of delivery services is requested and agreed to, additional charges must be billed to the party requesting the service.

14. LIQUIDATED DAMAGES

- A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in delivery due to late issuance of "Notice to Deliver" (KC-269), will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

B. Compensation to USDA for Delay in Delivery

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.45 per 100 pounds (net weight) per day.

15. INVOICES AND PAYMENT

A. Invoicing and payment will be handled in accordance with Article 70, USDA-1 except that a properly prepared invoice package must include the following supporting documents:

- (1) A signed and dated Form KC-269 (reverse side) which includes the “Contractor’s Invoice Certification” evidencing the date of delivery and quantity (units) delivered in good condition, OR
- (2) A signed and dated commercial invoice evidencing the date of delivery and quantity (units) delivered in good condition which must include the following statement (either as a part of the commercial invoice or an attachment to):

“Contractors Invoice Certification”

“I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provision of 15 U.S.C. 714m(a), which provides a fine of not to exceed \$10,000 or imprisonment of not more than five years or both, for making any statement knowing it to be false, for the purpose of influencing in any way the action of the United States Department of Agriculture, and with full knowledge of the provisions of 31 U.S.C. 3729 imposing civil liability upon any person who shall make or cause to be made a false, fictitious, or fraudulent claim against the United States.”

Authorized signature

Date

- (3) Commercial bill of lading with lot numbers shown.
- (4) USDA original (official) commodity inspection certificate, if required, OR grader's memorandum. NOTE: If there are any discrepancies between the grader's memorandum and the inspection certificate, the inspection certificate will prevail.
- (5) Copy of Certificate of Analysis issued by an AMS laboratory, independent commercial laboratory, or contractor's TQSA compliant laboratory.

- (6) Quality, weight, and laboratory results that do not meet specifications as required in Section 10, Commodity Specifications, must be asterisked on the Certificate of Analysis submitted with the invoice package.
- (7) If the contractor does not complete a "Contractor's Invoice Certification," then proof of delivery as evidenced by one or more of the following documents will be required as a part of the invoice package:
 - (a) A copy of the Bill of Lading signed and dated by the recipient
 - (b) A copy of the commercial receipt evidencing delivery signed and dated by the recipient.

Invoices must be mailed to:

Kansas City Finance Office
Financial Operations Division, Payment Certification Branch
Stop Code 8578
P.O. Box 419205
Kansas City, MO 64141-6205

- B. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like this form mailed to you, contact Financial Operations Division, Payment Certification Branch.

16. INQUIRIES

Inquiries pertaining to USDA-1 and this Announcement should be directed to:

Kansas City Commodity Office
Dairy and Domestic Operations Division
Stop Code 8718
P.O. Box 419205
Kansas City, MO 64141-6205

George Aldaya
Director

UNITED STATES
DEPARTMENT OF
AGRICULTURE

EFFECTIVE: March 20, 2001

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO 64141-6205

APPENDIX 1

Certifications, Representations, and Warranties for Domestic Commodity Procurement



APPENDIX 1

Certifications, Representations, and Warranties

These certifications concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under the United States Code, including Title 18, U.S.C., Section 1001 and Title 15, U.S.C., Section 714m.

1. The certifications, representations, and warranties listed in this appendix are required for submission of offers. The Kansas City Commodity Office (KCCO) will retain this appendix on file as the offeror's certifications, representations, and warranties for subsequent invitations for offers under the Announcement(s) checked in the table below. By submitting an offer under the Announcement(s) checked as applicable by the offeror in the table below, the offeror certifies and warrants that the appendix on file with KCCO contains the current status of the offeror. Offerors are responsible for updating this appendix as may be necessary prior to, or with any applicable offer submission by the offeror.

Dairy Announcements (Check <input checked="" type="checkbox"/> applicable Announcements)					
BUTTER		CHEESE		MILK	
<input type="checkbox"/>	DAIRY-5 Announced Price	<input type="checkbox"/>	DAIRY-5 Announced Price	<input type="checkbox"/>	DAIRY-5 Announced Price
<input type="checkbox"/>	PBA-1 Print Butter	<input type="checkbox"/>	PCA-1 Process Cheese	<input type="checkbox"/>	IMA-1 Instant NDM
<input type="checkbox"/>	PBP-1 Repackage Butter	<input type="checkbox"/>	PCD4 Process Cheese	<input type="checkbox"/>	IMD-1 Instant NDM
<input type="checkbox"/>	KC-B-6 Process Butteroil	<input type="checkbox"/>	BCD2 Bulk Cheese	<input type="checkbox"/>	M-13 NDM Domestic
<input type="checkbox"/>	PBD-1 Packaged Butter	<input type="checkbox"/>	MCD3 Mozzarella	<input type="checkbox"/>	WME-1 Dry Whole Milk
		<input type="checkbox"/>	KC-C-7 Processing	<input type="checkbox"/>	M-14 Instant Whole Milk
				<input type="checkbox"/>	EVD2 Evaporated Milk
				<input type="checkbox"/>	IFD-1 Infant Formula
				<input type="checkbox"/>	IMP-1 Process Instant NDM
				<input type="checkbox"/>	FMP1 Fortify and Repackaging NDM



Dairy Announcements (Check <input checked="" type="checkbox"/> applicable Announcements)			
BUTTER	CHEESE	MILK	
		UHD1	Ultra High Temp Milk
		NMP1	Repackage Bulk NDM

2. Notice of Requirements for Certification of Nonsegregated Facilities

By submitting an offer under the Announcement(s) indicated in paragraph 1 of this appendix, the offeror shall be deemed to have agreed to the provisions of the "Certification of Nonsegregated Facilities" in Article 31 of USDA-1.

3. Manufacturer (*Check One*)

Offeror represents and certifies that it is ☐ is not ☐ a manufacturer.

Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

4. Nonmanufacturer (*Check One*)

Offeror represents and certifies it is ☐ is not ☐ a nonmanufacturer.

Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 CFR 121.406.

5. Notice of Total Small Business Set-Aside (Applicable if procurement is a Total Small Business Set Aside)

A. Definition

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in Title 13 CFR 121.

B. General

SET-ASIDE ITEM NUMBERS ARE THOSE IN THE 700-900 SERIES. Offers received from other than a small business for small business set-aside item numbers will not be considered unless USDA is unsuccessful in contracting for those item numbers under set-aside provisions. In that event, USDA may award the set-aside item numbers to other than small businesses.

C. Agreement

A manufacturer or nonmanufacturer submitting an offer in its own name warrants that it will furnish in performing the contract, only small business set-aside end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

6. Small Business Concern Representation (Check One)

- A. Offeror represents and certifies as part of its offer that it is ☐ is not ☐ a small business concern as defined in paragraph 5.A. of this appendix.
- B. If offeror is a small business concern, manufacturer or nonmanufacturer, it also represents that all ☐ not all ☐ end items to be furnished must be manufactured or produced by a small business concern in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

7. Small Disadvantaged Business Concern Representation (Check One)

Offeror is ☐ is not ☐ a small disadvantaged business concern as defined in Article 45 of USDA-1.

8. Women-Owned Small Business Representation (Check One)

Offeror is ☐ is not ☐ a women-owned small business concern as defined in Article 42 of USDA-1.

9. HUBZone Representation (Check One)

Offeror is ☐ is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

Offeror is ☐ is not ☐ a joint venture that complies with the requirements of 13 CFR part 126, and the representation in the above paragraph of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*) The offeror is responsible for each HUBZone small business concern participating in the joint venture submitting a separate copy of the HUBZone representation.

10. Veteran-owned Small Business Concern Representation (Check One)

Offeror is ☐ is not ☐ a veteran-owned small business concern as defined below.

Veteran-owned small business concern means a small business concern:

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

11. Service-disabled Veteran-owned Small Business Concern Representation (*Check One*)

Offeror is ☐ is not ☐ a service-disabled veteran-owned small business concern as defined below.

Service-disabled veteran-owned small business concern means a small business concern:

- (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (3) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101 (16).

12. Contingent Fee Representation (*Check One*)

The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

- A. Has ☐ Has not ☐ employed or retained any person or firm to solicit or obtain this contract;
- B. Has ☐ Has not ☐ paid or agreed to pay to any person or firm employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

13. Clean Air and Water Certification (*Check One*)

Offeror certifies as follows:

- A. Any facility to be used in the performance of this proposed contract is ☐ is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. Offeror must immediately notify the contracting officer, before award, of the receipt of any communication from the Administrator, or a designee of the EPA, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;
- C. Offeror must include a certification substantially the same as this certification, including this paragraph, in every nonexempt subcontract. (Article 47 of USDA-1 contains the Clean Air and Water Clause.)

14. Affirmative Action Compliance (Check One)

Offeror represents that it:

- A. Has ☐ Has not ☐ developed and has ☐ does not have ☐ on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (Title 41 CFR 60-1 and 60-2);
- B. Has ☐ Has not ☐ previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

15. Previous Contracts and Compliance Reports (Check One)

Offeror represents that it:

- A. Has ☐ Has not ☐ participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause in Article 41 of USDA-1, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. Has ☐ Has not ☐ filed all required compliance reports;
- C. Must obtain representations indicating submission of required compliance reports signed by proposed subcontractors prior to subcontract awards.

16. Certificate of Independent Price Determination (Check A or B)

- A. ☐ Offeror certifies that the person submitting this bid, as identified in Section 20, is the person in offeror's organization responsible for determining the prices being offered in this bid and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination" in Article 30 of USDA-1;
- B. ☐ Offeror certifies that the person submitting this bid, as identified in Section 20, is an authorized agent for (_____) and does certify that the principal named above has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3); and, as agent, has not personally participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination."

17. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

- A. The definitions and prohibitions contained in the clause "Limitation on Payments to Influence Certain Federal Transactions" in FAR 52.203-12, are hereby incorporated, by reference, in this certification.

- B. The offeror, by submitting its offer, hereby certifies to the best of his or her knowledge and belief that:
- (1) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
 - (2) If any funds, other than federal appropriated funds (including profit or fee received under a covered federal transaction), have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror must complete and submit, with its offer, "Disclosure of Lobbying Activities" (OMB Standard Form LLL), to the contracting officer;
 - (3) The language of this certification must be included in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Title 31, U.S.C., Section 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

18. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Check All That Apply)

- A. The offeror certifies, to the best of his or her knowledge and belief, that:
- (1) The offeror and/or any of its principals:
 - (a) Are ☐ Are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;
 - (b) Have ☐ Have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are ☐ Are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subdivision A(1)(b) of this provision.
 - (2) The offeror ☐ has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- B. "Principals," for the purpose of this certification means officers, directors, owners, partners, and/or persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- C. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. A certification where any items in paragraph A. of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, certification shall be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The certification in paragraph A. of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

19. Taxpayer Identification

A. Definitions

- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity or an unincorporated entity (e.g., sole proprietorship or partnership).

(3) "Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns.

B. All offerors are required to submit the information required in paragraphs C. through E. of this section in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

C. Taxpayer Identification Number (TIN)

TIN: _____

☐ TIN has been applied for.

TIN is not required because: _____

D. Corporate Status (*Check One*)

Corporation	
Sole Proprietorship	
Partnership	

E. Common Parent

☐ Offeror is not owned by a common parent as defined in paragraph A.

Common parent name: _____

Common parent TIN: _____

20. The certifications, warranties, and representations as set forth in this appendix to the Announcement(s) indicated as applicable in paragraph 1 of this appendix and Part C of USDA-1, are hereby made.

IN WITNESS WHEREOF, the undersigned has executed this offer this _____ day of _____, _____.
(Month) (Year)

NAME OF FIRM _____

SIGNATURE ¹ _____ TITLE _____

TYPED NAME _____

Officer or Employee Responsible for the Offer

Additional Representatives Authorized to Sign Offers	
Signature	Typed Name

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS _____

¹ Before signing this Appendix, see Article 6 of USDA-1.

UNITED STATES
DEPARTMENT OF
AGRICULTURE

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO. 64141-6205

Effective: March 16, 2001

APPENDIX 2

Packaging and Marking Specifications

Announcement BCD2

Purchase of

Natural American Cheese

For use in Domestic Programs



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**APPENDIX 2 TO ANNOUNCEMENT BCD2
PURCHASE OF NATURAL AMERICAN CHEESE
FOR USE IN DOMESTIC PROGRAMS**

Packaging and Marking Specifications

PART 1. BASIC PROVISIONS

1.1 PURPOSE

- A. This appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments of Natural American cheese under the domestic food distribution programs.
- B. Changes to this appendix will be issued periodically in the form of amendments to the Announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

1.2 USDA RESPONSIBILITIES

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, D.C., is responsible for approving the use of all containers and packaging materials.
- B. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

1.3 LIABILITY

In accordance with Article 60 of USDA-1, USDA's contractor will be liable if containers or packaging materials do not meet contract requirements.

1.4 COMMERCIAL PACKAGING AND MARKING SPECIFICATIONS

- A. The primary and secondary packaging materials and shipping containers must be of a type normally utilized in commercial channels. All closures and sealing methods must be in accordance with good commercial practice.
- B. The marking and labeling must be in accordance with good commercial practices.
- C. At contractor's option, a statement such as "NOT FOR RETAIL SALE" may be printed on the principal display panel of the food label.
- D. Nutrition facts must be applied to all primary containers in accordance with the nutrition labeling regulations of the Food and Drug Administration (FDA) as specified in 21 CFR Part 101.

PART 2. GENERAL REQUIREMENTS

2.1 CONTAINERS AND MATERIALS

- A. Unless otherwise specified, all containers and packaging materials must be:
- (1) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
 - (2) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
 - (3) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:
- USDA/FSA/DACO/PDD
Contract Management Branch
STOP 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging
- C. The contractor must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 5-pound carton, is defined as a container designed to hold 5 pounds of the commodity.

PART 3. CONTAINER AND PACKAGING REQUIREMENTS

3.1 UNITIZATION REQUIREMENT

Unless otherwise specified by USDA, all shipments of packaged products must be unitized (palletized and stretch wrapped) as follows:

A. Pallets must be:

- (1) Constructed to facilitate the safe handling, stacking, and transportation of the packaged product, as a unit, without loss or damage;
- (2) 48 x 40 inches, four-way or partial four-way, and reversible or nonreversible flush stringer; and
- (3) Suitable for use in the shipment of food products.

B. Plastic stretch-wrap must be:

- (1) Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
- (2) Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers must be held firmly in place by the stretch-wrap.

C. Pallet loads must be:

- (1) Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets. (While shipping containers may overhang the edges of pallets, contractors are reminded that they are responsible for the safe shipment and delivery of the product.)
- (2) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.

PART 4. USDA & COMMERCIAL MARKING REQUIREMENTS

4.1 MONTH/YEAR OF PACK

- A. The month/year of pack must appear on all shipping containers.
- B. The month/year of pack must appear on all corrugated fiberboard shipping containers.
- C. A date fill code may be applied in addition to, but not in lieu of, the month/year of pack.

4.2 LOT CODE/CERTIFICATE NUMBER

A lot code or official USDA inspection certificate number must be legibly marked on all primary shipping containers. Contractors may use any type of lot coding system, provided it can identify the day of production in the contractor's records. Commodity suppliers must provide AMS inspection personnel with an explanation of the lot coding system utilized.

The manufacturer's lot code/lot identification number must be shown on the commercial bill of lading.

4.3 KOSHER

"Kosher Only" products will be identified in the invitation. Offerors must not bid on these products unless they are properly certified to produce Kosher products. If an offeror bids on products identified as "Kosher Only," they shall provide a letter to the consignee certifying compliance with applicable Kosher dietary laws.

UNITED STATES
DEPARTMENT OF
AGRICULTURE

KANSAS CITY
COMMODITY OFFICE
P.O. BOX 419205
KANSAS CITY, MO. 64141-6205

APPENDIX 3
Commercial Item Description
Cheese, Cheddar, Reduced Fat

ANNOUNCEMENT BCD2

A-A-20208 Dated June 6, 1995



**A-A-20208
June 6, 1995**

COMMERCIAL ITEM DESCRIPTION

CHEESE, CHEDDAR, REDUCED FAT

**The U.S. Department of Agriculture has authorized
the use of this commercial item description by all Federal agencies.**

1. SCOPE.

- 1.1** This Commercial Item Description (CID) covers reduced fat cheddar cheese, packed in commercially acceptable containers, suitable for use by the Federal Government.

2. CLASSIFICATION.

- 2.1** The reduced fat cheddar cheese shall conform to the styles in the following list, which shall be specified, as required, in the solicitation, contract, or purchase order.

Styles

Style I- Block

Style II- Shredded

3. SALIENT CHARACTERISTICS.

- 3.1 Finished product:** The reduced fat cheddar cheese should contain between 25 to 33.3 percent less fat than that of cheddar cheese and shall comply with all applicable Federal regulations including those contained in 21 CFR 133.113 for cheddar cheese, 21 CFR 101.62 for food nutrient content claims for fat, and 21 CFR 130.10 for foods named by use of a nutrient content claim and a standardized term.

Beneficial comments, recommendations, additions, deletions, clarifications, etc., and any data which may improve this document should be sent to: Head, Food Quality Assurance Staff, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Room 2506, South Building, P.O. Box 96456, Washington, DC 20090-6456 or FAX (202) 690-0102.

FSC 8910

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

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- 3.1.1 **Total fat content:** The reduced fat cheddar cheese shall contain not less than 19.2 percent total fat (as marketed) and not more than 22.9 percent total fat (as marketed).
- 3.1.2 **Moisture content:** The moisture content shall not exceed 49.0 percent.
- 3.1.3 **Salt content:** The cheese shall contain not less than 1.4 percent but not more than 2.0 percent salt.
- 3.1.4 **pH:** The reduced fat cheddar cheese shall have a pH value less than 5.30.
- 3.1.5 **Pasteurization:** All dairy ingredients shall be pasteurized at a temperature of not less than 161°F (71.7°C) for a period of not less than 15 seconds, or for a time and at a temperature equivalent thereto in phosphate destruction.
- 3.1.6 **Shelf life:** The shelf life of the reduced fat cheddar cheese shall not be less than 5 months after manufacture, when stored between 35 to 42° F (1.7 to 5.5° C).
- 3.1.7 **Meltability:** The reduced fat cheddar cheese shall demonstrate satisfactory meltability characteristics, and shall be at the No. 3 or greater level in accordance with Methods of Laboratory Analysis, DA INSTRUCTION 918-RL.

3.2 **Quality specifications:**

- 3.2.1 **Flavor and odor:** The cheese shall have a pleasing flavor. It may be lacking in flavor development or may possess slight characteristic cheddar cheese flavor. The cheese may possess very slight acid, bitter, or slight feed flavor, but shall not possess any undesirable flavors or odors.
- 3.2.2 **Body and texture:** The block cheese body and texture shall be firm, compact, and should be slightly translucent and shiny. It may have a few mechanical openings (1 to 3 openings per plug) if not large and connecting. The cheese shall be free from gas holes. The body may be very slight gummy, slight mealy or coarse, and definite curdy. Shredded cheese shall be free flowing and of uniform size and shape. It shall not mat, crumble, oil off, or contain excessive fines.
- 3.2.3 **Appearance:** The block cheese shall be free of mold but may be slight soiled, rough, or lopsided. The institutional or consumer size packages shall be free of mold and soil.
- 3.2.4 **Color:** The cheese shall have a fairly uniform, bright attractive appearance. The cheese may be slightly wavy. The cheese shall be colored or uncolored, but if colored, it shall be a medium yellow-orange. The shredded cheese shall not vary in color.

3.3 Age and storage requirements: The contractor must comply with the following inspection requirements.

3.3.1 Age requirement: The cheese must be at least 30 days old when inspected.

3.3.2 Storage requirements: Cheese must be located in a cooler and stored at temperatures between 35 - 45°F (1.7 - 7.2°C) until delivered.

3.4 Analytical testing: Chemical and laboratory analysis procedures shall be made in accordance with the following methods described in the latest edition of Standard Methods for the Examination of Dairy Products 1/, Official Methods of Analysis of the AOAC International 2/, and the Dairy Division, Agricultural Marketing Service, U.S. Department of Agriculture, DA INSTRUCTION 918-RL 3/:

<u>Test</u>	<u>Method</u>	<u>Source</u>
Fat	933.05	<u>2/</u>
Moisture	926.08 or 977.11	<u>2/</u>
Salt	935.43 or 983.14	<u>2/</u>
pH	Quinhydrone	<u>1/</u>
Meltability	D.1.j.	<u>3/</u>

4. REGULATORY REQUIREMENTS

4.1 The delivered reduced fat cheddar cheese shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of the reduced fat cheddar cheese within the commercial marketplace. Delivered reduced fat cheddar cheese shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

5. QUALITY ASSURANCE PROVISIONS

5.1 Contractor's certification. The contractor shall certify and maintain substantiating evidence that the reduced fat cheddar cheese offered meets the salient characteristics of this CID, and that the reduced fat cheddar cheese conforms to the producer's own drawings, specifications, standards, and quality assurance practices, and is the same reduced fat cheddar cheese offered for sale in the commercial marketplace. The Government reserves the right to require proof of such conformance prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

5.2 Quality assurance. Prior to award of contract, the plant which manufactures and the plant which packages the reduced fat cheddar cheese shall be approved by the Dairy Grading Branch, Dairy Division, Agricultural Marketing Service, U.S. Department of

Agriculture (USDA). Approved plants must satisfactorily meet the requirements contained in the General Specifications for Dairy Plants Approved for USDA Inspection and Grading Service (7 CFR Part 58) and shall be eligible for listing in the publication, Dairy Plants Surveyed and Approved for USDA Grading Service. When required in the solicitation, contract, or purchase order, the Dairy Grading Branch shall determine the acceptability of the reduced fat cheddar cheese according to the requirements of this CID. The reduced fat cheddar cheese shall be examined or analyzed in accordance with applicable provisions in this CID, solicitation, contract, or purchase order, and when applicable, the United States Standards for Condition of Food Containers in effect on the date of solicitation.

6. PACKAGING.

6.1 Preservation, packaging, packing, labeling, and case marking. Preservation, packaging, packing, labeling, and case marking shall be as specified in the solicitation, contract, or purchase order.

7. NOTES.

7.1 Purchasers shall specify:

- Product style(s).
- Package size.
- Labeling requirements, if different from good commercial practice.

7.2 Sources of documents.

7.2.1 Sources of information for nongovernmental documents are as follows:

Copies of the Official Methods of Analysis of the AOAC International may be obtained from: **AOAC International, 2200 Wilson Boulevard, Suite 400, Arlington, VA 22201-3301.**

Copies of the Standard Methods for the Examination of Dairy Products may be obtained from: **American Public Health Association, 1015 Fifteen Street, NW, Washington, DC 20005.**

7.2.2 Sources of information for governmental documents are as follows:

Applicable provisions of the Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. This three-volume set may be purchased from: **Superintendent of Documents, ATTN: New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954. Credit Card (MasterCard or Visa) purchases may be made by calling the Superintendent of Documents on (202) 512-1800.**

Copies of the United States Standards for Condition of Food Containers are available from: **Chairperson, Condition of Container Committee, Agricultural Marketing Service, U.S. Department of Agriculture, Room 2506, South Building, P.O. Box 96456, Washington, DC 20090-6456.**

Copies of the General Specifications for Dairy Plants Approved for USDA Inspection and Grading Service, Dairy Plants Surveyed and Approved for USDA Grading Service, and Methods of Laboratory Analysis, DA INSTRUCTION 918-RL are available from: **Dairy Standardization Branch, Dairy Division, Agricultural Marketing Service, U.S. Department of Agriculture, Room 2750, South Building, P.O. Box 96456, Washington, DC 20090-6456.**

Civil agencies and other interested parties may obtain copies of this CID from: **General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407.**

Military activities should submit requests for copies of this CID to: **Standardization Documents Order Desk, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094.**

MILITARY INTERESTS:

Military Coordinating Activity

Army - GL

Custodians

Army - GL

Navy - SA

Air Force - 35

Review Activities

Army - MD, QM

Navy - MC

DLA - SS

CIVIL AGENCY COORDINATING ACTIVITIES:

DOJ - BOP
HHS - NIH, IHS
VA - OSS
USDA - F.V.

PREPARING ACTIVITY:

USDA - DA